

RFP #1435-04-05-RP-44295

Issued by:

GovWorks
Minerals Management Service
381 Elden Street
MS 2510
Herndon, VA 20170-4817

On Behalf of:

Department of Defense Education Activity
Domestic Dependent Elementary and Secondary Schools

October 27, 2005

Table of Contents

Part I The Schedule

Section A	Solicitation / contract form	1
Section B	Supplies or services and prices / costs	2
Section C	Description / specifications / Performance Work Statement	5
Section E	Inspection and acceptance	6
Section F	Deliveries or performance	7
Section G	Contract administration data	8
Section H	Special contract requirements	9

Part II Contract Clauses


Section I	Contract Clauses	11
-----------	------------------------	----

Part III List of Documents, Exhibits and Other Attachments

Section J	List of attachments	18
	Attachment J1: Past Performance Questionnaire	
	Attachment J2: Department of Labor Wage Rate Determination	
	Attachment J3: Statement of Equivalent Rates for Federal Hires	

Part IV Representations and Instructions

Section K	Representations, certifications, and other statements of offerors or respondents	19
Section L	Instructions, conditions, and notices to offerors or respondents	30
Section M	Evaluation factors for award	44

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING NONE	PAGE 1 OF 55
2. CONTRACT NO.		3. SOLICITATION NO. 1435-04-05-RP-44295		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10-27-2005
7. ISSUED BY U.S. Department of the Interior – GovWorks Attn: Robert V. Roberts 381 Elden Street, MS2510 Herndon, VA 20170-4817		8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of the Interior – GovWorks Attn: Megan Olsen 381 Elden Street, MS2510 Herndon, VA 20170-4817		6. REQUISITION/PURCHASE NO. 34458	

Herndon, VA 20170-4817

SOLICITATION

9. Sealed offers in original and 10 CD copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, until **2 p.m.** local time **December 2, 2005**. CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Megan Olsen	B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS megan.olsen@mms.gov
		AREA CODE 703	NUMBER 787-1822	EXT. n/a

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11 - 17
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	18
	D	PACKAGING AND MARKING	n/a	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	19 - 29
X	F	DELIVERIES OR PERFORMANCE	7				
X	G	CONTRACT ADMINISTRATION DATA	8	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	30 - 43
X	H	SPECIAL CONTRACT REQUIREMENTS	9 - 10	X	M	EVALUATION FACTORS FOR AWARD	44 - 55

OFFER (Must be fully completed by offeror)


NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **160** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER			17. SIGNATURE
AREA CODE	NUMBER	EXT.	
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY See item 7	ITEM
26. NAME OF Contracting Officer (Type or print) Robert V. Roberts	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN 0001: Phase-In Period (Not to exceed 120 days after Notice to Proceed)

CLIN 0001 is a firm fixed-priced CLIN. The Service Provider shall provide all personnel, equipment, tools, materials, parts, supplies and supervision, except as identified as Government Furnished in Section C-3 for the tasks identified in the schedule below. Performance requirements for each task are described in the referenced section of the PWS.

CLIN Number	Task Description	PWS Section Reference	Total Task Firm-Fixed Price
0001A	Custodial Services	Section 5.1	
0001B	Labor Services	Section 5.2	
0001C	Facilities Maintenance	Section 5.3	
0001D	Transportation Services	Section 5.4	
0001E	Campus Safety and Security	Section 5.5	
0001F	Environmental Services	Section 5.6	
Total Firm-Fixed Price for Phase-In Period: _____			

CLIN 0002: Base Period (8 Months)

CLIN 0002 is a firm fixed-priced CLIN. The Service Provider shall provide all personnel, equipment, tools, materials, parts, supplies and supervision, except as identified as Government Furnished in Section C-3 for the tasks identified in the schedule below. Performance requirements for each task are described in the referenced section of the PWS.

CLIN Number	Task Description	PWS Section Reference	Total Task Firm-Fixed Price
0002A	Custodial Services	Section 5.1	
0002B	Labor Services	Section 5.2	
0002C	Facilities Maintenance	Section 5.3	
0002D	Transportation Services	Section 5.4	
0002E	Campus Safety and Security	Section 5.5	
0002F	Environmental Services	Section 5.6	
Total Firm-Fixed Price for Base Period: _____			

CLIN 0003: Option Year 1 (12 Months)

CLIN 0003 is a firm fixed-priced CLIN. The Service Provider shall provide all personnel, equipment, tools, materials, parts, supplies and supervision, except as identified as Government Furnished in Section C-3 for the tasks identified in the schedule below. Performance requirements for each task are described in the referenced section of the PWS.

CLIN Number	Task Description	PWS Section Reference	Total Task Firm-Fixed Price
0003A	Custodial Services	Section 5.1	
0003B	Labor Services	Section 5.2	
0003C	Facilities Maintenance	Section 5.3	
0003D	Transportation Services	Section 5.4	
0003E	Campus Safety and Security	Section 5.5	
0003F	Environmental Services	Section 5.6	
Total Firm-Fixed Price for Option Year 1: _____			

CLIN 0004: Option Year 2 (12 Months)

CLIN 0004 is a firm fixed-priced CLIN. The Service Provider shall provide all personnel, equipment, tools, materials, parts, supplies and supervision, except as identified as Government Furnished in Section C-3 for the tasks identified in the schedule below. Performance requirements for each task are described in the referenced section of the PWS.

CLIN Number	Task Description	PWS Section Reference	Total Task Firm-Fixed Price
0004A	Custodial Services	Section 5.1	
0004B	Labor Services	Section 5.2	
0004C	Facilities Maintenance	Section 5.3	
0004D	Transportation Services	Section 5.4	
0004E	Campus Safety and Security	Section 5.5	
0004F	Environmental Services	Section 5.6	
Total Firm-Fixed Price for Option Year 2: _____			

CLIN 0005: Option Year 3 (12 Months)

CLIN 0005 is a firm fixed-priced CLIN. The Service Provider shall provide all personnel, equipment, tools, materials, parts, supplies and supervision, except as identified as Government Furnished in Section C-3 for the tasks identified in the schedule below. Performance requirements for each task are described in the referenced section of the PWS.

CLIN Number	Task Description	PWS Section Reference	Total Task Firm-Fixed Price
0005A	Custodial Services	Section 5.1	
0005B	Labor Services	Section 5.2	
0005C	Facilities Maintenance	Section 5.3	
0005D	Transportation Services	Section 5.4	
0005E	Campus Safety and Security	Section 5.5	
0005F	Environmental Services	Section 5.6	
Total Firm-Fixed Price for Option Year 3: _____			

CLIN 0006: Option Year 4

CLIN 0006 is a firm fixed-priced CLIN. The Service Provider shall provide all personnel, equipment, tools, materials, parts, supplies and supervision, except as identified as Government Furnished in Section C-3 for the tasks identified in the schedule below. Performance requirements for each task are described in the referenced section of the PWS.

CLIN Number	Task Description	PWS Section Reference	Total Task Firm-Fixed Price
0006A	Custodial Services	Section 5.1	
0006B	Labor Services	Section 5.2	
0006C	Facilities Maintenance	Section 5.3	
0006D	Transportation Services	Section 5.4	
0006E	Campus Safety and Security	Section 5.5	
0006F	Environmental Services	Section 5.6	
Total Firm-Fixed Price for Option Year 4: _____			

Section C, Performance Work Statement and Technical Exhibits

See attached document:

Performance Work Statement for Logistics Support Fort Benning Army Base, Columbus, GA, and Robins Air Force Base, Robins AFB, GA (Revised 10-12-05)

Technical Exhibits for the Performance Work Statement:

- TE1 Fort Benning Student and Staff Population
- TE2 Robins Air Force Base Student and Staff Population
- TE3 Fort Benning School Year Calendar
- TE4 Robins Elementary School Year Calendar
- TE5 Fort Benning and Robins Air Force Base Equipment List
- TE6 Quality Standards for Custodial Services Fort Benning
- TE7 Fort Benning Routine Cleaning Matrix
- TE8 Robins Routine Cleaning Matrix
- TE9 Fort Benning Heavy Cleaning Matrix
- TE10 Robins Heavy Cleaning Matrix
- TE11 Fort Benning Total Square Footage Update
- TE12 Robins Total Square Footage Update
- TE13 Dexter Elementary School Special Event Summary
- TE14 Faith Middle School Special Event Summary
- TE15 Loyd Elementary School Special Event Summary
- TE16 McBride Elementary School Special Event Summary
- TE17 Stowers Elementary School Special Event Summary
- TE18 White Elementary School Special Event Summary
- TE19 Wilson Elementary School Special Event Summary
- TE20 Robins Air Force Base Elementary School Special Event Summary
- TE21 Workload Maintenance Tasks

Section E, Inspection and Acceptance

Clauses Incorporated by Reference

52.246-4 Inspection of Services – Fixed Price

Section F, Deliveries or Performance

Clauses Incorporated by Reference

52.211-16 Variation in Quantity (APR 1984)
52.242-15 Stop Work Order (AUG 1989)
52.242-17 Government Delay of Work (APR 1984)
52.247-34 F.o.b. Destination (NOV 1991)

Section G, Contract Administration Data

G1. DESIGNATION OF COTR

(a) The Contracting Officer will designate a Contracting Officer's Representative/ Contracting Officer's Technical Representative (COR/COTR) for this contract in writing prior to performance. The COR/COTR is responsible for monitoring progress and overall management of contractor performance hereunder. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of subject contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

(b) On all matters that pertain to contract terms, the contractor shall contact the Contracting Officer. When, in the opinion of the contractor, the COR/COTR requests effort outside the existing scope of the order or contract, the contractor shall promptly notify the Contracting Officer in writing. The contractor under such request shall take no action unless and until the Contracting Officer has issued a contractual modification.

G2. DESIGNATION OF ADMINISTRATIVE CONTRACTING OFFICER (ACO)

(a) If the selected Service Provider is a private sector offeror, the Administrative Contracting Officer (ACO) will be designated in the contract.

(b) If the selected Service Provider is the agency tender, the individual to act in an equivalent capacity to the Administrative Contracting Officer (ACO) will be designated in the Letter Of Obligation (LOO).

(c) If the selected Service Provider is a public reimbursable tender, the individual to act in an equivalent capacity to the Administrative Contracting Officer (ACO) will be designated in the public reimbursable fee-for-service agreement.

Section H, Special Contract Requirements

H1. POST-AWARD CONFERENCE

The selected service provider will be required to attend a post-award conference prior to the commencement of the phase-in period. The purpose of the conference is to highlight essential requirements, coordinate implementation timelines and answer any questions the service provider may have prior to commencement of work. During the period between the decision announcement and the conference, the service provider should submit any questions in writing to the Administrative Contracting Officer (ACO). The ACO will arrange with the service provider as to the time, date and location of the conference.

H2. GOVPAY ELECTRONIC INVOICING REQUIREMENTS

(Note: This provision applies to Private-Sector offerors only.)

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, and instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of "flat files" in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

(End of clause)

H3. RIGHT-OF-FIRST-REFUSAL FLOW DOWN

(Note: This provision applies to Private-Sector offerors only.)

Contract clause FAR 52.207-3, Right of First Refusal (NOV 1991), shall be a flow down requirement for all subcontractors.

H4. GOVERNMENT-FURNISHED EQUIPMENT/VEHICLES

(Note: This provision applies to Private-Sector offerors only.)

(a) The contractor shall comply with the applicable policies and procedures provided in FAR Part 51 and with the requirements of 41 CFR 101-39 and 41 CFR 101-38.301-1, and the operator's packet furnished with each piece of equipment/vehicle. The term "contractor" includes subcontractors.

(b) The contractor shall establish and enforce suitable penalties for employees who use or authorize the use of government equipment/vehicles for other than performance this government contract, and provide the contractor's established penalties in writing to the Contracting Officer at least 90 days prior to contract start date. Such penalties shall be no less than those established in 31 U.S.C. 1349b. The contractor shall also provide evidence that the contractor has obtained motor vehicle liability insurance covering bodily injury and property damage, protecting the contractor and the Government against third party claims arising from the ownership, maintenance or use of government-furnished equipment/vehicle, at least 90 days prior to contract start date.

(c) Contractor-at-fault damage is damage caused by the simple negligence or willful misconduct of the contractor or its employees. Simple negligence is the absence of due care, by an act or omission, of a person which lacks that degree of care for the property that a reasonably prudent person would have taken under similar circumstances, to avoid loss, damage, or destruction of the property.

(d) The contractor shall make an initial determination of fault concerning whether a specific incident of damage constitutes contractor-at-fault damage. The contractor shall provide this initial determination of fault to the KO or designee with a damage report. If the contractor does not find the damage to be contractor-at-fault damage, and the KO or designee suspects that the contractor's negligence or willful misconduct was the cause of the damage, a Report of Survey or FLIPL will be initiated.

H5. DAMAGE TO CONTRACTOR SUPPLIES, MATERIALS, EQUIPMENT, AND PROPERTY

(Note: This provision applies to Private-Sector offerors only.)

The Government will not be responsible in any way for damages to the contractor's supplies, materials, equipment, and property or to contractor or employees' personal belongings that are caused by fire, theft, accident, or other disaster/misfortune. The term "contractor" includes subcontractors.

Section I, Contract Clauses

Contract Clauses Incorporated by Reference

52.202-1 Definitions (JUL 2004)
52.203-3 Gratuities (APR 1984)
52.203-5 Covenant against Contingent Fees (APR 1984)
52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7 Anti-Kickback Procedures (JUL 1995)
52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
52.204-2 Security Requirements (AUG 1996)
52.204-7 Central Contractor Registration (OCT 2003)
52.207-3 Right of First Refusal of Employment (NOV 1991)
52.208-9 Contractor Use of Mandatory Sources of Supply or Services (JUL 2004)
52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (DEC 2001)
52.211-5 Material Requirements (AUG 2000)
52.215-2 Audit and Records – Negotiations (JUN 1999)
52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-14 Integrity of Unit Prices (OCT 1997)
52.217-5 Evaluation of Options (JUL 1990)
52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2004)
52.219-6 Notice of Total Small Business Set-Aside (JUNE 2003)
52.219-8 Utilization of Small Businesses (MAY 2004)
52.219-14 Limitations on Subcontracting (DEC 1996)
52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
52.222-3 Convict Labor (JUN 2003)
52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 2000)
52.222-19 Child Labor – Cooperation with Authorities and Remedies (JUN 2004)
52.222-20 Walsh Healey Public Contracts Act (DEC 1996)
52.222-21 Prohibition of Segregated Facilities (FEB 1999)
52.222-26 Equal Opportunity (APR 2002)
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
52.222-41 Service Contract Act of 1965 as Amended (MAY 1989)
52.222-44 Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002)
52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-6 Drug-Free Workplace (MAY 2001)
52.224-1 Privacy Act Notification (APR 1984)
52.224-2 Privacy Act (APR 1984)
52.225-1 Buy American Act – Supplies (JUN 2003)
52.225-13 Restrictions on Certain Foreign Purchases (MAR 2005)
52.227-1 Authorization and Consent (JUL 1995)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3 Patent Indemnity (APR 1989)

52.227-14 Rights in Data – General (JUN 1987)
52.227-19 Commercial Computer Software – Restricted Rights (JUN 1987)
52.228-5 Insurance – Work on a Government Installation (JAN 1997)
52.229-3 Federal, State, and Local Taxes (APR 2003)
52.232-1 Payments (APR 1984)
52.232-9 Limitation on Withholding of Payments (APR 1984)
52.232-23 Assignment of Claims (JAN 1986)
52.232-25 Prompt Payment (OCT 2003)
52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1 Disputes (JUL 2002)
52.233-3 Protest after Award (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
52.242-3 Penalties for Unallowable Costs (MAY 2001)
52.242-4 Certification of Final Indirect Costs (JAN 1997)
52.242-13 Bankruptcy (JUL 1995)
52.243-1 Changes – Fixed Price, Alternate II (AUG 1987)
52.244-2 Subcontracts (AUG 1998)
52.246-24 Limitation of Liability – High Value Items (FEB 1997)
52.246-25 Limitation of Liability – Services (FEB 1997)
52.248-1 Value Engineering (FEB 2000)
52.249-2 Termination for Convenience of the Government (MAY 2004)

Clauses Incorporated in Full Text

52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days**.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

(End of Clause)

52.222-39 – Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (Dec 2004)

(a) Definition. As used in this clause--

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless

exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. (See Attachment J3)

(End of clause)

52.223-14 -- Toxic Chemical Release Reporting (Aug 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if --

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (i) Major group code 10 (except 1011, 1081, and 1094).
- (ii) Major group code 12 (except 1241).
- (iii) Major group codes 20 through 39.
- (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt --

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall --

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall --(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of Clause)

52.249-8 Default (Fixed-Price Supply and Service) (APRIL 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

Section J, List of Attachments

Past Performance Questionnaire (Attachment J1)

Department of Labor Wage Rate Determination (Attachment J2)

Statement of Equivalent Rates for Federal Hires (Attachment J3)

Performance Work Statement (Section C)

Technical Exhibits for the Performance Work Statement:

- TE1 Fort Benning Student and Staff Population
- TE2 Robins Air Force Base Student and Staff Population
- TE3 Fort Benning School Year Calendar
- TE4 Robins Elementary School Year Calendar
- TE5 Fort Benning and Robins Air Force Base Equipment List
- TE6 Quality Standards for Custodial Services Fort Benning
- TE7 Fort Benning Routine Cleaning Matrix
- TE8 Robins Routine Cleaning Matrix
- TE9 Fort Benning Heavy Cleaning Matrix
- TE10 Robins Heavy Cleaning Matrix
- TE11 Fort Benning Total Square Footage Update
- TE12 Robins Total Square Footage Update
- TE13 Dexter Elementary School Special Event Summary
- TE14 Faith Middle School Special Event Summary
- TE15 Loyd Elementary School Special Event Summary
- TE16 McBride Elementary School Special Event Summary
- TE17 Stowers Elementary School Special Event Summary
- TE18 White Elementary School Special Event Summary
- TE19 Wilson Elementary School Special Event Summary
- TE20 Robins Air Force Base Elementary School Special Event Summary
- TE21 Workload Maintenance Tasks

Section K, Representations, Certifications, and Other Statements of Offerors or Respondents

K1. Provisions Incorporated by Reference

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
52.222-38 Compliance with Veterans' Employment Reporting Requirements (DEC 2001)

K2. Provisions Incorporated in Full Text

A. 52.204-3 -- Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal Government;

(e) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt):

* Corporate entity (tax-exempt):

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(f) *Common Parent.*

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

B. 52.204-8 – Annual Representations and Certifications (Jan 2005)

(a)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

C. 52.209-5 – Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has* has not*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

D. 52.219-1 – Small Business Program Representations (May 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$30 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

E. 52.219-19 -- Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror * is, * is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less
 ____ 51 -- 100 ____ \$1,000,001 -- \$2 million
 ____ 101 -- 250 ____ \$2,000,001 -- \$3.5 million
 ____ 251 -- 500 ____ \$3,500,001 -- \$5 million
 ____ 501 -- 750 ____ \$5,000,001 -- \$10 million
 ____ 751 -- 1,000 ____ \$10,000,001 -- \$17 million
 ____ Over 1,000 ____ Over \$17 million

(End of Provision)

F. 52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees	Avg. Annual Gross Revenues
50 or fewer	\$1 million or less

51 – 100	\$1,000,001 - \$2 million
101 – 250	\$2,000,001 - \$3.5 million
251 – 500	\$3,500,001 - \$5 million
501 – 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

(End of provision)

G. 52.222-18 – Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) *Definition.* Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

H. 52.222-22 -- Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

I. 52.222-25 -- Affirmative Action Compliance (Apr 1984)

The offeror represents that --

(a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

J. 52.223-13 -- Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- * (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- * (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

K. Minimum Acceptance Period

(a) "Acceptance period," as used in this paragraph, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) The Government requires a minimum acceptance period of 160 calendar days.

(c) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offeror allows the following acceptance period: _____
calendar days.

(d) In compliance with this solicitation, the offeror agrees, if this offer is accepted within 270 calendar days from the date for receipt of offers specified in block 9 of the Standard Form 33, to furnish

any or all services/items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

L. 52.225-2 -- Buy American Act Certificate (JUNE 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

SECTION L, INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

This section of the solicitation will provide instructions to all offerors for submitting proposals, including required contents of proposals, required format for proposals, and applicable FAR provisions. FAR provisions shall either be incorporated by reference or included in full text.

TABLE OF CONTENTS FOR SECTION L

Note: Part I provisions apply to all offerors. Part II provisions apply to private sector offerors only. Part III provisions apply to only the agency tender. Part IV provisions apply to public reimbursable tenders only.

Part I: Provisions Applicable to All Offerors

- L1. Solicitation Provisions Incorporated by Reference
- L2. Solicitation Provisions Included in Full Text
 - a. Site Visit
 - b. Pre-Proposal Conference
 - c. Service of Protest
 - d. Authorized Deviations in Provisions
- L3. Protests and Contests
- L4. Instructions for Exchanges between the Government and Offerors
 - a. Communications
 - b. Discussions
 - c. De-briefings
- L5. Format for Proposals
- L6. Content of Proposals
 - a. Price Proposal
 - b. Technical Proposal

Part II: Provisions Applicable to Private Sector Offerors

- L7. Solicitation Provisions Incorporated by Reference
- L8. Solicitation Provisions Included in Full Text
 - a. Requirements for Cost and Pricing Data or Information Other Than Cost and Pricing Data
 - b. Type of Contract
- L9. Identification of Provisions that Require Offeror Fill-In
- L10. Contents of Proposal Volume I, Part 2: Executed Request for Proposal Documents and Certifications
- L11. Contents of Proposal Volume II, Part 4: Past Performance

(Con't on next page)

Part III: Provisions Applicable to Agency Tender

- L12. Identification of Provisions that Require Offeror Fill-In
- L13. Requirements for Cost Data and Other Information
- L14. Contents of Proposal Volume I, Part 2: Executed Request for Proposal Documents and Certified Agency Tender
- L15. Contents of Proposal Volume II, Part 3: Phase-In Plan

Part IV Provision Applicable to Public Reimbursable Tenders

- L16. Identification of Provisions that Require Offeror Fill-In
- L17. Requirements for Cost Data and Other Information
- L18. Contents of Proposal Volume I, Part 2: Executed Request for Proposal Documents and Certified Agency Tender
- L19. Contents of Proposal Volume II, Part 3: Phase-In Plan
- L20. Contents of Proposal Volume II, Part 4: Past Performance

Continued on the next page.
This space intentionally left blank.

PART I: PROVISIONS APPLICABLE TO ALL OFFERORS

L1. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE – FAR 52.252-1 (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

<u>FAR Ref. No.</u>	<u>Provision Title and Date</u>
FAR 52.215-1	Instructions to Offerors - Competitive Acquisition (JAN 2004) Alternate I (OCT 1997)

L2. SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

a. FAR 52.237-1 – Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after award.

Note: The site visit is scheduled for Saturday, November 19, 2005, at the Defense Dependent Elementary & Secondary School, Fort Benning, GA, commencing at 9:00 a.m. local time; registration will begin at 8:30 a.m. local time. The site visit is in conjunction with the Pre-Proposal Conference and complements data contained in Section C. To arrange attendance at the site visit, e-mail Megan Olsen at megan.olsen@mms.gov. Registration is limited to no more than two representatives per company. The cut-off for registration is COB Monday, November 14, 2005.

b. Instructions for Pre-Proposal Conference

A pre-proposal conference will be held to explain the requirements of this solicitation (number 1435-04-05-RP-44295) and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name: Megan Olsen
Telephone: (703) 787-1822
E-mail Address: megan.olsen@mms.gov

The date, time, and location of the conference are provided below:

Date: Saturday, November 19, 2005
Time: 9:00 a.m. local time; registration begins at 8:30 a.m.
Location: DDESS Schools, Fort Benning, GA

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award. Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

Note: Registration is limited to no more than two representatives per company. The cut-off for registration is COB Monday, November 14, 2005. Questions must be directed to the individual identified above.

c. FAR 52.233-2 – Service of Protest (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

GovWorks Division
381 Elden Street, MS 2500
Herndon, VA 20170
Attn: Robert V. Roberts

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

d. FAR 52.252-5 – Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense FAR Supplement (48 CFR Chapter 2) with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L3. PROTESTS AND CONTESTS

a. Protests

Offerors protesting this procurement may file a protest 1) with the Government Accountability Office, or 2) pursuant to FAR 33.103, with the contracting officer as an Agency-Level protest for decision.

b. Contests

(1) A Directly Interested Party (OMB Circular A-76, 29 May 2003, Attachment D, Definitions) may contest certain actions taken in connection with a Standard Competition. A-76 contests are handled pursuant to the Agency-Level Protest process described above.

(2) Matters that may be contested are set forth in OMB Circular A-76, 29 May 2003, Attachment. B, F 1: a) A solicitation; b) the cancellation of a solicitation; c) a determination to exclude a tender or offer from a standard competition; d) a performance decision, including but not limited to, compliance with the costing provisions of the OMB Circular No. A-76 and other elements in an agency's evaluation of offers and tenders; or, e) a termination or cancellation of a contract or letter of obligation if the challenge contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the performance decision.

L4. INSTRUCTIONS FOR EXCHANGES BETWEEN THE GOVERNMENT AND OFFERORS

a. Communications

(a) Communications are exchanges between the Government and offerors. Communications prior to proposal submission may occur for the purpose of clarifying elements of the solicitation. They will be conducted as follows:

(1) Requests for clarification and/or information concerning this solicitation shall be submitted in writing either by mail or electronic mail to the following:

GovWorks Division
Minerals Management Service
381 Elden Street, MS 2500
Herndon, VA 20170
ATTN: Megan Olsen

Email: megan.olsen@mms.gov
Subject: Solicitation 1435-04-05-RP-44295

The Government will acknowledge receipt within one business day. Offerors not receiving an acknowledgement within one business day should assume the request was not received and resend. The Government assumes no responsibility for delay or loss of correspondence.

(2) Request(s) for clarification and/or information concerning this solicitation should be submitted in the following format:

Reference: Section _____, Page _____, Paragraph _____, (or Figure _____).

Question: _____

Name and Fax number: _____

(3) No information concerning this solicitation or requests for clarification will be provided in response to offeror-initiated telephone calls. All such requests must be made in writing and submitted to the above addresses. Inquiries will be answered in writing and provided to all offerors. However, because of response time, requests may not be answered if received by the above addressee within fifteen calendar days of the due date for offers as specified in this solicitation.

b. Discussions

(b) The Government intends to select the lowest price technically acceptable offeror. The Government intends to award without discussions, but reserves the right to conduct discussions if necessary.

(1) Discussions will be conducted in accordance with the procedures set forth in FAR 15.306 and OMB Circular A-76, Attachment B, Paragraph D.5.c.(2). FAR 15.306(d)(2) states that the objective of discussions is "to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation". After proposal evaluations the Contracting Officer will conduct discussions as necessary due to proposal weakness, deficiency, or other issues that must be addressed before award. Discussions will be conducted either orally or in writing and will be held with only those offerors determined to be within the competitive range, based on independent ratings of each proposal against all evaluation criteria in this solicitation.

(2) Discussions will be accomplished in a timely manner via the most efficient/economical means. Where discussions are applicable, such notice(s) will be provided to the offeror identifying areas of proposal weakness or lack of clarity. Offerors shall respond to notice(s) during discussions in accordance with guidance provided by the contracting officer.

(3) Once discussions have concluded offerors will be afforded an opportunity to revise their proposals and will be requested to submit proposal revision(s) to the Government. Upon completion of evaluation of proposal revision(s), the Government will select the offeror presenting the lowest price technically acceptable offer to the Government.

c. De-Briefings

Pre-award debriefings shall be conducted in accordance with FAR 15.505 and post-award debriefings in accordance with FAR 15.506.

L5. FORMAT FOR PROPOSALS

(a) Written proposals shall be submitted in two volumes in loose-leaf binders as outlined below. Offerors shall attach a binder cover sheet to the outer cover of each volume, which clearly identifies each volume by volume number, volume name, and copy number (i.e., Volume II, Technical Proposal, copy 2 of 6), Request for Proposal (RFP) number, date of submission, and the offeror's name. This information shall also be placed on the edge of the binder where it can be seen when placed in a vertical position in a storage cabinet.

	<u>PROPOSAL PART</u>	<u>NUMBER OF COPIES</u>
VOL I	Price Proposal and Executed Request for Proposal Documents and Certifications Part 1 – Price Proposal Part 2 – Executed Request for Proposal Documents and Certifications	Original + three copies
VOL II	Technical Proposal Part 1 - Operations and Management Part 2 – Quality Control Plan Part 3 – Phase-In Plan Part 4 – Past Performance	Original + five copies

(b) Each volume of the proposal (original only) shall also be submitted on a separate CD-ROM. All CDs shall be readable on an IBM PC-compatible system running Microsoft Office 2003. Each CD shall be clearly labeled and each label shall state the offeror's name, solicitation number, date of submission, and the proposal volume (name and number) contained on the CD. If more than one CD is required for a volume, the CD shall be labeled as CD "x" of "y" (i.e., CD 1 of 2).

(c) The offeror's proposal shall be prepared on standard 8.5 x 11-inch paper. The proposal pages shall be numbered, printed on two sides, and punched with a 3-hole punch along the left margin. The offeror must ensure that printed area is readable. If offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches x 22 inches or 17 inches x 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches.

(d) To aid in evaluation, proposals shall be accurate, specific, concise, and complete. Proposals shall be neat, indexed/cross-indexed and logically assembled. Each proposal volume shall begin with an executive summary. All pages of each part shall be appropriately numbered and identify the solicitation number. To facilitate ease of reference in correspondence and meetings, offerors shall use a page numbering system. Additionally, for document control purposes, all proposal amendments prior to closing and provided after the receipt of the initial proposal shall be submitted as page changes with each page identified by amendment number or date as well as by page number. In addition to the specific requirements for each proposed part, the offeror shall provide whatever other narrative or supporting materials (matrix, charts, or graphics) considered necessary for the Government to fully understand the proposal.

(e) Submission of Volume II, Past 4 – Past Performance is not required for the agency tender.

(f) If there are any discrepancies between the electronic version and the hardcopy version submitted in response to this RFP, the hardcopy version will be considered binding.

L6. CONTENTS OF PROPOSALS

a. Volume I: Price Proposal

(a) The offeror's proposal shall represent the offeror's best effort in response to the solicitation as the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(b) In order to be eligible for award, the offeror must have an accounting system adequate for determining costs applicable to the contract and such that government surveillance during performance will provide reasonable assurance that efficient methods and effective cost controls are used. The Government will calculate the total price by adding the totals for the phase-in, base and option periods.

(c) It is expected that there will be adequate price competition; therefore, certified cost and pricing data may not be required. However, if at a later time it is determined that certification of such data is required, the Contracting Officer reserves the right to require certified, additional detailed cost data, and audit as determined necessary by the Contracting Officer.

(d) It is expected that there will be adequate price competition; therefore, information other than cost and pricing data may not be required. However, if at a later time it is determined that such data is required, the Contracting Officer reserves the right to require additional detailed cost data, and audit as determined

necessary by the Contracting Officer.

(e) The price proposal shall address a complete and traceable description of costs for the performance of all work. The price proposal shall include in detail all information related to the estimated costs of the work. Each proposed subcontractor shall submit comparable data and in the number of copies specified in Section 5 above. Each offeror shall include the name and telephone number of a cognizant government auditor, administrative contracting officer, or the office or individual responsible for developing agency tender/offer who can provide current information on the offeror's cost factors.

(f) Offerors shall submit as part of the proposal completed Section B, Supplies or Services and Prices/Costs, and shall identify data for the base period, option years, and phase-in period.

(g) Offerors shall include a written narrative, by element of cost, which provides the basis for and the methodology used in estimating each particular element of cost. Data shall include:

- (1) Cost breakdowns for each major area, such as labor, overhead, G&A, types of Other Direct Costs (ODCs), etc. Costs shall be documented to show the basis and rationale used in arriving at the amount proposed and be cross-referenced to the technical proposal.
- (2) The cost of offeror-furnished equipment listed by type, quantity, and cost. Offerors shall also identify the proposed method of acquisition and any rental cost.
- (3) The cost associated with government-furnished equipment; e.g., maintenance.
- (4) Applicable inflation rates forecasted during the base period and option years. However, in accordance with FAR 52.222-30 and 52.222-43, escalation rates for employees covered by the Davis-Bacon and Service Contract Acts shall not be reflected in the price proposal. OMB Circular A-76, May 29, 2003, Attachment C.A.9 provides additional guidance for an Agency Tender or Public Reimbursable Tender.

(g) As required by OMB Circular A-76, May 29, 2003, Attachment B paragraph D.3.A.(9), to the extent identified in the Performance Work Statement under the referenced section, the following requirements contain common costs:

Function	PWS Reference
Processing of Badges	1.2.7
Joint inventory, DPAS update	3.1.2
GFP	3.2
Utilities	3.3.1
Telephone	3.3.2
Refuse Collection	3.3.3
IT assets	3.3.4
Police & Fire Protection	3.3.5
GF Support Services (Environmental)	3.3.6
GF Training	3.3.7
Forms	3.3.8

As defined by the Circular, common costs are specific costs identified in the solicitation that will be incurred by the Government regardless of the provider (private sector, public reimbursable, or agency), and are sometimes referred to as wash costs.

(h) Offerors shall provide with the price proposal a copy of the chart(s), if any, used in the Technical Proposal to indicate numbers/quantities of personnel, equipment and supplies, both offeror- and government-furnished.

b. Volume II: Technical Proposal

A. Volume II Part 1: Operations and Management

(1) Offerors shall provide a detailed explanation and analysis of how the staffing level, staffing mix and supervision for the base period of the operation were determined. This explanation and analysis shall include any assumptions, e.g., productive hours; vacation; sick time; the factor used for personal, fatigue and delay (PF&D) time; employee turnover rate; etc.

(2) Offerors shall provide line and block organization chart(s) for the operation for the base period that provides a breakdown of all personnel from top level management to the lowest organizational element. The chart(s) shall identify prime contractor or agency and subcontractor(s), first-line supervisors, reporting lines, key positions, position title of each employee, and the category of employment (full-time, part-time, permanent, temporary, etc) for each employee. This chart shall reflect the number of people that will make up the offeror's organization.

(3) Offerors shall identify each subcontractor, its FTEs, and a description of its areas of responsibility in the performance of the distribution and warehousing operation.

(4) Offerors shall include position descriptions that define the minimum requirements for each proposed labor category. The position descriptions shall include:

- Position title
- Organizational controls
- Minimum education requirements
- Substitution of experience for education
- Minimum general experience in years
- Minimum specific experience in years
- Specific skills, knowledge and abilities, including required licenses and certifications

B. Volume II Part 2: Quality Control Plan

Offerors shall provide a Quality Control Plan (QCP) as specified in FAR 52.246-4(b), Inspection of Services-Fixed Price (AUG 1996), which specifically addresses methods for meeting performance standards and complying with applicable regulations. The purpose of the Plan is to provide the quality control methodology, processes, techniques, and tools that will result in meeting or exceeding the performance requirements for quality and timeliness. The QCP shall delineate a quality control program that is prevention-based and is proactive. At a minimum, the Plan shall address the following:

- (1) How the offeror's quality control system will ensure accomplishment of each Quality and Timeliness Standard.

- (2) Identification of the staffing, roles and duties of the various positions with responsibility for quality control.
- (3) Applicable internal management controls.
- (4) Identification of any dedicated resources
- (5) Compliance with the directives and publications in Section C of this solicitation.
- (7) The security, accountability, and safeguarding of GFP and the Government's material, supplies, facilities and equipment in or on the GFF.
- (8) A sample of all documents that will be used for quality control actions; e.g., sampling plans (sample sizes, sampling frequency, etc.), checklists, reports, and surveys.
- (9) Methods of direct and indirect, formal and informal communications with the Government regarding performance.

C. Volume II Part 3: Phase-In Plan

The purpose of the Phase-In Plan is for the offeror to set forth the actions to phase-in from current government performance to the successful operation (at the acceptable performance levels) by the offeror beginning at the conclusion of the phase-in period. Phase-in shall begin with the date the offeror is notified to proceed IAW FAR 52.207-2(c) and shall not exceed 120 days. The Phase-In Plan shall include:

(a) Assumptions and constraints

(1) Offeror-identified:

- a. All assumptions made by the offeror regarding phase-in
- b. All actions the offeror requires the Government to perform; i.e., government actions that constrain the offeror's phase-in tasks

(2) Government-imposed constraints:

- a. IAW FAR 52.207-3(b) the KO will provide the list of adversely affected or separated personnel on the phase-in start date.
- b. The offeror shall complete GFP inventories in accordance with C-3.1.2.

- (b) ALL tasks that the offeror will perform during phase-in. Task information shall include a definition or description, resources, any necessary coordination with the Government, and schedule.
- (c) Space and equipment required by the offeror during the Phase-In Period. At the start of the phase-in period, the Government will provide space and equipment as identified in the Phase-In Plan. Space and equipment provided during the phase-in period may not be the permanent space and equipment assigned to the offeror for performance.

- (d) An organizational chart that includes the number of personnel, with their labor classifications, that will comprise the workforce that the offeror will have in place at the end of the phase-in period and will continue to maintain (at that level of effort or greater) until the required APLs have been met for two consecutive months. (NOTE: This does not relieve the SP from its responsibility to meet the required APLs when it takes over performance.)
- (e) Offeror actions to minimize disruption of the Government's workforce and continued performance of depot operations during the phase-in period.
- (f) Recruitment and hiring of personnel to fill vacancies. Offerors shall further address:
 - (1) Compliance with FAR 52.207-3, Right of First Refusal (ROFR).
 - (2) Assessment of the local labor market and of the offeror's ability to hire qualified personnel.
 - (3) Assumptions made by the offeror in planning for the number of vacancies to be filled through current workforce versus the area labor market and contingency plans if those assumptions turn out to be overstated.
 - (4) The process that shall be used in interviewing and making offers to government and non-government personnel to include timing of offers, length offer remains open, any contingencies, and start dates.
 - (5) Critical skill positions and transactional systems knowledge needed to start and maintain performance and contingency for immediately replacing the loss of skill(s)/knowledge.
 - (6) Contingency(ies) for immediately replacing personnel that are lost to the Government's priority placement program, especially during the final days of the phase-in period and during the first six months of performance.
- (g) How the offeror proposes to develop a workforce (management and labor) that has the requisite knowledge, skills, abilities, and applicable licenses/certifications to perform the work.

PART B: PROVISIONS APPLICABLE TO PRIVATE SECTOR OFFERORS ONLY

L7. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE – FAR 52.252-1 (FEB 1998)

<u>FAR Ref. No.</u>	<u>Provision Title and Date</u>
FAR 52.215-16	Facilities Capital Cost of Money (JAN 2003)
FAR 52.222-46	Evaluation of Compensation for Professional Employees (FEB1993)

L8. SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

**a. FAR 52.215-20 – Requirements for Cost and Pricing Data or Information
Other Than Cost and Pricing Data (OCT 1997) Alternate IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information as described in Section L6, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3.

b. 52.216-1 –Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L9. IDENTIFICATION OF PROVISIONS THAT REQUIRE OFFEROR FILL-IN

<u>Section</u>	<u>Provision No.</u>
A	SF 33 Blocks 13 through 18
B	Entire Schedule
K	K2(A), K2(B), K2(D) – K2(I), K2(L)

**L10. CONTENTS OF PROPOSAL VOLUME I, PART 2: EXECUTED REQUEST FOR
PROPOSAL DOCUMENTS AND CERTIFICATIONS**

Executed Request for Proposal Documents and Certifications shall contain the signed original of all documents requiring signature of the offeror. Use of reproductions of signed originals of the SF33, Solicitation, Offer and Award; SF30 Amendment of Solicitation/Modification of Contract; and, Section K, Representations, Certifications and Other Statements of Offerors, is authorized in the copies of the proposal. Subsequent pages following the SF33 (except for the completed Section K) or SF30 should not be submitted

L11. CONTENTS OF PROPOSAL VOLUME II, PART 4: PAST PERFORMANCE

(a) Past performance information is used in examining the work record(s) of the offeror and any critical subcontractor(s) to determine if the offeror meets the required minimum level of experience and compliance that is necessary for this requirement. Acceptable experience includes projects that are similar in terms of the service(s) provided, complexity, technology, magnitude of effort, contract scope and type, and schedule. Compliance includes the following: quality of service; timeliness of performance; business relations; problem resolution; transition of operations; and, government subcontracting programs. Offerors shall submit past performance information as part of their proposal for both the offeror and proposed major subcontractors.

(b) Offerors shall identify three contracts / task orders with the Federal Government and / or commercial customers that demonstrate recent and relevant past performance in Volume II, Part 4 of their proposal. Recent is defined as any time within the last five years. Offerors shall include an explanation of how the services performed for each of these contracts meet the minimum evaluation standards for both experience and compliance. It is the responsibility of the offeror to provide a clear explanation to demonstrate how their past performance meets the standards for technical acceptability. In addition, offerors must include the following information for each past performance reference:

1. Name of the Customer Company/Agency

2. Purchase Order Number
3. Customer Points (minimum of two) of Contact
4. Current Customer Points of Contact Telephone, Fax Numbers, and Email Addresses
5. Length of Contract
6. Dates of Performance
7. Initial Contract Price
8. Final Contract Price
9. Description of Product/Service Provided (include sufficient detail to demonstrate the scope and complexity of the product/service provided)
10. Discussion of the Similarities and Differences of Experience (include sufficient detail to demonstrate similarities/dissimilarities to the requirements of this solicitation)
11. Facilities in Which the Product/Service Was Performed

(c) Offerors shall also ensure that the Past Performance Questionnaires (Attachment J1) are completed by at least three separate customers. These customers shall submit this questionnaire directly to the Contracting Office at the address specified at the bottom of the form no later than **December 2, 2005**.

(d) The Government may also consider information obtained through other sources.

PART III: PROVISIONS APPLICABLE TO ONLY THE AGENCY TENDER

L12. IDENTIFICATION OF PROVISIONS THAT REQUIRE OFFEROR FILL-IN

<u>Section</u>	<u>Provision No.</u>
A	SF 33 Blocks 13 through 15C
B	Entire Schedule
K	K2(A), K2(H) – K2(I)

L13. REQUIREMENTS FOR COST DATA AND OTHER INFORMATION

Provide information as described in Section L6, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3 and OMB Circular A-76, May 29, 2003, Attachment B, paragraph D.4.a.(1) and Attachment B, paragraph D.5.c.(4).

L14. CONTENTS OF PROPOSAL VOLUME I, PART 2: EXECUTED REQUEST FOR PROPOSAL DOCUMENTS AND CERTIFIED AGENCY TENDER

Executed Request for Proposal Documents and Certified Agency Tender shall contain the signed original of all documents requiring signature of the offeror, reference OMB Circular A-76, May 29, 2003,

Attachment B.D.4.a. (1). Use of reproductions of signed originals of the Certified Agency Tender, SF30 Amendment of Solicitation/Modification of Contract; and Other Statements of Offerors, is authorized in the copies of the proposal. Subsequent pages following the SF33 or SF30 should not be submitted.

L15. CONTENTS OF PROPOSAL VOLUME II, PART 3: PHASE-IN PLAN

This provision is the same as Section L6 with the following exceptions: L6(b)(C)(a)(2)a and L6(b)(C)(f)(1) do not apply to the agency tender.

PART IV: PROVISIONS APPLICABLE TO PUBLIC REIMBURSABLE TENDERS ONLY

L16. IDENTIFICATION OF PROVISIONS THAT REQUIRE OFFEROR FILL-IN

<u>Section</u>	<u>Provision No.</u>
A	SF 33 Blocks 13 through 15C
B	Entire Schedule
K	K2(A), K2(H) – K2(I)

L17. REQUIREMENTS FOR COST DATA AND OTHER INFORMATION

This provision is the same as Section L13.

L18. CONTENTS OF PROPOSAL VOLUME I, PART 2: EXECUTED REQUEST FOR PROPOSAL DOCUMENTS AND CERTIFIED AGENCY TENDER

This provision is the same as Section L14.

L19. CONTENTS OF PROPOSAL VOLUME II, PART 3: PHASE-IN PLAN

This provision is the same as Section L15.

L20. CONTENTS OF PROPOSAL VOLUME II, PART 4: PAST PERFORMANCE

This provision is the same as Section L11.

Continued on the next page.
This space intentionally left blank.

SECTION M, EVALUATION FACTORS FOR AWARD

This section of the solicitation provides details on the evaluation methods that will be used to select a Service Provider under this acquisition, including the structure of the evaluation process, evaluation factors and their relative importance, and applicable FAR provisions. FAR provisions shall either be incorporated by reference or included in full text.

TABLE OF CONTENTS FOR SECTION M

Note: Part I provisions apply to all offers. Part II provisions apply to private sector offerors only. Part III provisions apply to only the agency tender. Part IV provisions apply to public reimbursable tenders only.

Part I: Provisions Applicable to All Offerors

- M1. Solicitation Provisions Incorporated by Reference
- M2. Evaluation under Office of Management and Budget (OMB) Circular No. A-76 (Revised)
- M3. Evaluation of Price
- M4. General Considerations
 - A. Compliance
 - B. All or None Basis
- M5. Technical Evaluation Factors for Award
- M6. Evaluation of Technical Proposal
 - A. Sub-Factor 1: Operations and Management
 - B. Sub-Factor 2: Quality Control Plan (QCP)
 - C. Sub-Factor 3: Phase-In Plan

Part II: Provisions Applicable to Private-Sector Offerors Only

- M7. Employer-Sponsored Health Insurance Plan and Contribution Cost Factor
- M8. Evaluation of Past Performance
 - A. Experience
 - B. Compliance

Part III: Provisions Applicable to Only the Agency Tender

- M9. Evaluation of the Technical Proposal: Phase-In Plan

Part IV: Provisions Applicable to Public Reimbursable Tenders Only

- M10. Evaluation of the Technical Proposal: Phase-In Plan
- M11. Evaluation of the Technical Proposal: Past Performance

PART I: PROVISIONS APPLICABLE TO ALL OFFERORS

M1. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE – FAR 52.252-1 (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

<u>FAR Ref. No.</u>	<u>Provision Title and Date</u>
FAR 52.217-5	Evaluation of Options (JUL 1990)

M2. EVALUATION UNDER OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR NO. A-76 (REVISED), PERFORMANCE OF COMMERCIAL ACTIVITIES, DATED MAY 29, 2003

(a) This solicitation is part of a standard competition under Office of Management and Budget Circular No. A-76 (Revised), Performance of Commercial Activities, dated May 29, 2003 (hereafter "the Circular"), to determine whether to accomplish the specified work under contract or by Government performance.

(b) The Government will evaluate private sector offers, the agency tender, and public reimbursable tenders, as provided in this solicitation and the Circular.

(c) A performance decision resulting from this standard competition will be publicly announced in accordance with the Circular. If the performance decision favors an agency or a public reimbursable tender, the Contracting Officer shall establish a letter of obligation for an agency decision or a fee-for-service agreement for a public reimbursable decision.

(d) As provided in the Circular, directly interested parties may file contests, which are governed by the procedures in FAR 33.103. Until resolution of any contests, or expiration of the time for filing a contest, only legal agents for directly interested parties shall have access to the certified standard competition form, the agency tender, and public reimbursable tenders.

M3. EVALUATION OF PRICE

(a) The total evaluated price will be calculated by adding the totals for the phase-in, base and option periods. For evaluation purposes only, those CLINs reflecting an estimate will be calculated and added with the appropriate period. These estimates are not to be considered a guaranteed quantity.

(b) Price proposals will be evaluated to determine if the prices and supporting costs:

(1) Are realistic for the work to be performed;

(2) Reflect a clear understanding of the requirements; and

(3) Are consistent with the various elements of the offeror's technical proposal.

(c) The evaluation will include price analysis and cost realism (as defined in FAR Part 2) for all private sector price proposals, public reimbursable cost estimates (SCF Lines 1a–6a), and the Agency Cost Estimate (ACE) (SCF Lines 1–6).

M4. GENERAL CONSIDERATIONS

A. Compliance: The offeror's proposal must comply in all material aspects with the requirements of law, regulation and conditions set forth in the solicitation. The proposal must meet all mandatory solicitation requirements. Such mandatory requirements include, but are not limited to the signing of the SF33, thereby promising to meet all terms, conditions and minimum performance requirements specified in the solicitation and completing all required certifications and representations.

B. All or None Basis: Award shall be made to a single offeror whose proposal responds to all items included in the solicitation.

M5. TECHNICAL EVALUATION FACTORS FOR AWARD

A. Evaluation Process: Proposals will be evaluated pursuant to FAR 15.101-2, Lowest Price Technically Acceptable (LPTA) source selection process. The Government will consider technical qualifications, past performance data, and the prices offered for each offeror. The contractor must obtain an overall technical acceptable rating in both the technical and past-performance non-cost related factors to be considered for award. An unacceptable rating in either one of the non-cost related factors will eliminate the offeror from further consideration for award. A "not applicable" rating in the past performance area will receive neither a favorable nor negative assessment. With respect to price evaluation, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base year and the phase-in period (reference FAR Clause 52.212-2(b) of the solicitation). This acquisition is being conducted as a Public-Private competition under OMB Circular A-76, May 29, 2003. The performance decision will be based on the lowest cost of all offers and tenders determined to be technically acceptable after application of the OMB A-76 adjustment factors.

(a) Technical Evaluation Standards

Acceptable: To receive this rating, the proposal demonstrates a clear understanding and analysis of all technical requirements and provides a sound approach to meeting or exceeding requirements in the PWS. It presents a methodology in sufficient detail to assure the evaluator a good understanding of the proposed approach. The approach has a high probability of meeting requirements with limited technical risk.

Unacceptable: To receive this rating, the proposal is presented with major omissions or misunderstandings and has inadequate detail to assure the evaluator of an understanding of the proposed approach. The proposal does not meet technical requirements without major revisions and the approach presents unacceptable risk.

(b) Past Performance Evaluation Standards

Acceptable: Indicates the offeror's qualifications are at a level above or at a level which would normally be found in the commercial marketplace. The offeror's past performance record is fundamentally sound, and there is no risk or a low level of risk concerning the offeror's ability to perform the requirement.

Unacceptable: Indicates the offeror's qualifications are below or inferior to industry standards that would normally be found in the commercial marketplace. The offeror's past performance record is fundamentally flawed and presents significant doubt in the offeror's ability to perform the requirement, indicating a high level of performance risk.

Not Applicable: Indicates that the offeror has no record of past performance within a given area. An indication of this nature will be neutral in effect meaning the offeror's past performance in this area will receive neither a favorable or negative assessment.

B. General Eligibility Requirements. The following conditions shall be met in order to be eligible for award:

(1) The offeror must be affirmatively determined responsible according to the standards in FAR Subpart 9.1.

(2) The offeror's proposal must comply with the requirements of law, regulation, and all conditions set forth in the solicitation.

(3) The offeror's proposal must demonstrate a clear understanding of the nature and scope of work required. Failure to provide a realistic, reasonable and complete proposal may reflect a lack of understanding of the work requirements and may result in a determination that the offeror's proposal is unacceptable. The Government does not assume a duty to search for clarification data to cure problems or inconsistencies with an offeror's proposal.

M6. EVALUATION OF TECHNICAL QUALIFICATIONS

In assessing the Offeror's the technical qualifications, the Government will evaluate the Offeror's technical proposal. The Government will consider the following three sub-factors: Operations and Management; Quality Control Plan; and Phase-In Plan. The evaluation of each sub-factor will consider completeness and clarity, and degree of compliance with the solicitation. Evaluation of the technical qualifications will be a subjective assessment based on a consideration of all relevant facts and circumstances. The Government is seeking to determine if the offeror demonstrates an acceptable understanding of the scope and complexity of the work and the need to protect government property, employees, and the public, as well as provide the assurance that the offeror will satisfy the performance requirements. The Offeror's technical proposal will be evaluated as acceptable or unacceptable (see standards in M5(A)(a) above) for each of the three sub-factors listed below. Any technical proposal rated as unacceptable will render the offeror's entire proposal as technically unacceptable.

A. Sub-Factor 1: Operations and Management

The offeror's Operations and Management will be evaluated for its adequacy in ensuring solicitation compliance. The proposal is *Acceptable* when the condition described in M5(A)(a) above is met. The following elements will be considered when evaluating Operations and Management:

(a) Provides an adequate explanation and sufficient resources (personnel, equipment, materials) to the base period of the contract.

(1) Includes clear and complete line and block organization chart(s) for the operation for the base period of the contract that provides a breakdown of all personnel from top-level management to the lowest organizational element

(2) Provides a detailed explanation and analysis of how the staffing level, staffing mix and supervision for the base period were determined; explanation and analysis should cover all operational areas:

- a. Custodial Services
- b. Labor Services
- c. Facilities Maintenance
- d. Transportation
- e. Safety and Security
- f. Environmental Services

(3) Productive hours for full-time and part-time personnel per year used in the development of its proposal costs are complete and reasonable.

(b) Procedures/processes are sufficient to operate and maintain the operation as defined in the PWS when responding to scheduled and unscheduled requirements; procedures/processes should cover all operation areas:

- a. Custodial Services
- b. Labor Services
- c. Facilities Maintenance
- d. Transportation
- e. Safety and Security
- f. Environmental Services

(c) Rationale for the mix of labor types with respect to the functional areas of the operations; addresses:

- (1) The skill and qualification levels of each labor type
- (2) The requirements/responsibilities of each proposed position

(d) Management/supervisory resources:

- (1) The skill and qualification levels of each management resource
- (2) The requirements/responsibilities of each proposed position
- (e) Procedures/processes reflect how management will:
 - (1) Identify the work to be performed
 - (2) Prioritize and assign work to meet the timeliness and quality acceptable performance levels (APLs)
 - (3) Coordinate the workforce within the multiple functional areas
 - (4) Monitor and adjust workforce when needed to meet the timeliness and quality APLs
- (f) Organizational Stability:
 - (1) Hiring and training procedures ensure adequate, trained staffing throughout the performance periods
- (g) Subcontracting:
 - (1) Management control and procedures ensure seamless integration of subcontracted work
 - (2) Provides rationale for distribution of in-house and subcontracted work
- (h) Communications:
 - (1) Provides for effective communications between local Site Management and the Government.

B. Sub-Factor 2: Quality Control Plan (QCP)

The offeror's QCP will be evaluated for its adequacy in monitoring performance compliance and effecting process changes to ensure contract compliance. The proposal is *Acceptable* when the condition described in M5(A)(a) above is met. The following elements will be considered when evaluating the plan:

- (1) Identifies applicable internal management controls.
- (2) Describes the quality control program, how it will be implemented and how it will monitor and support, through a prevention-based approach:
 - a. Compliance with the directives and publications in Section C of this solicitation.
 - b. The security, accountability, and safeguarding of GFP and the Government's material, supplies, facilities and equipment in or on the GFF.

(3) Describes the quality control program, how it will be implemented and how it will monitor and support, through a prevention-based approach, the accomplishment of each APL.

(4) The QCP identifies quality control actions to include:

- a. Sampling plans (sample sizes, sampling frequency, etc.)
- b. Checklists
- c. Reports
- d. Surveys

C. Sub-Factor 3: Phase-In Plan

The offeror's Phase-In Plan will be evaluated for its adequacy in identifying and executing the chronological sequence of events that will be accomplished starting with contract award and ending at the transfer of responsibilities for full performance. The proposal is *Acceptable* when the condition described in M5(A)(a) above is met. The following elements will be considered when evaluating the plan:

(a) Describes how phase-in will take place from start to full assumption.

(b) Provides an organization chart that includes the number of personnel, with their labor classifications, that will comprise the workforce that the offeror will have in place at the end of the phase-in period and will continue to maintain (at that level of effort or greater) until the required APLs have been met for two consecutive months.

(c) Identifies all assumptions made by the offeror regarding phase-in.

(d) Lists all actions in clear and understandable terms that the offeror requires the Government to perform in order for the contractor to perform its Phase-In Plan.

(e) Describes on-site office space and equipment (including telephone and LAN access) requirements needed to perform the Phase-In Plan.

(f) Defines actions to minimize disruption of the Government's workforce and performance of operations by government employees during the phase-in period.

(g) Defines an adequate hiring process and schedule that will allow for the fill of all positions within the proposed organization and accomplishment of the phase-in tasks. Hiring process shall address:

(1) Use of the Right-of-First-Refusal (ROFR) list

(2) Identification of critical skill positions (including transactional systems knowledge) that are essential for successful operation performance and a contingency plan that will be used to immediately replace the loss of such skill(s)/knowledge

(3) Contingencies for immediately replacing personnel who leave during the critical first

six months of performance.

PART II: PROVISIONS APPLICABLE TO PRIVATE SECTOR OFFERORS ONLY

M7. EMPLOYER-SPONSORED HEALTH INSURANCE PLAN AND CONTRIBUTION COST FACTOR

(a) This clause sets forth the requirements for evaluation of Employer-sponsored health insurance plan contributions required by the Department of Defense Appropriations Act, 2005, Section 8014(a), Limitation on Conversion to Contractor Performance.

(b) Offerors shall not receive an advantage in the decision to convert to contractor performance for a proposal that would reduce costs for the Department of Defense by—

(1) Not making an employer-sponsored health insurance plan available to the workers who are to be employed in the performance of that activity or function under the contract; or

(2) Offering to such workers an employer-sponsored health benefits plan that requires the employer to contribute less towards the premium or subscription share than the amount that is paid by the Department of Defense for health benefits for civilian employees under chapter 89 of title 5, United States Code.

(c) The offeror's and any proposed sub-contractor's contribution towards the premium or subscription of employer-sponsored health insurance plan is a "bona fide fringe benefit" that may be credited towards the contractor's obligation under FAR 52.222-41(d).

(d) The amount the Department of Defense contributes towards the premium or subscription share of government health insurance plan is the least of the following amounts as applicable:

(1) The amount set by the Office of Personnel Management (OPM) for civilian employees under 5 U.S.C. § 8906(b)(1). This amount is subject to annual change; the current payment amounts are shown below:

Amount of Monthly Premium 2005 Paid by DoD

Self Alone:	\$298.23
Self and Family:	\$646.17

If a new amount is published by OPM prior to a Performance Decision, the new amount will be utilized in calculating the cost factor in the Performance Decision. Heretofore this amount is referred to as the "Maximum Contribution."

(2) An amount equal to 75 percent of the premium or subscription charge of the employer-sponsored health insurance plan (in accordance with the limitation for government payments in 5 U.S.C. § 8906(b)(2)). In the case of an employee who is occupying a position on a part-time basis ("part-time" is defined in 5 U.S.C. § 3401(2)), the government contributes an amount proportionate to the number of hours spent at work to the number of hours in a regularly scheduled workweek of an employee serving in a comparable position on a full-time basis.

(e) For the comparison of costs between the Government's most efficient and cost effective organization and the selected private sector offeror, a Health Benefit Cost Factor shall be added to the offeror's contract price/cost.

(1) For employees not offered an employer-sponsored health insurance plan, that provides the types of benefits listed in 5 U.S.C. § 8904 and allows the covered employee to enroll as either self-alone or self and family and if for self and family provides coverage for the family of a worker as set forth in 5 CFR 890.302, the Health Benefit Cost Factor shall be calculated as follows for all Performance Periods (PPs):

$$\text{Health Benefit Cost Factor} = (\text{Self Alone Factor} + \text{Self \& Family Factor}) - \text{DOL Fringe Benefit Factor}$$

If the Health Benefit Cost Factor is less than zero, then no factor shall be applied to the contract price/cost. The "Self-Alone" and "Self & Family" factors represent a breakout of enrollment type (self-alone and Self & Family) expressed as a percentage of total enrollment type in the DoD sponsored health insurance plans. These numbers will be updated for the Performance Decision; however, the current numbers are as follows:

Self-Alone enrollment: 35.2%
Self & Family enrollment: 64.8%

$$\text{Self Alone Factor} = 0.352 \times (\text{FTEs for PP1-PP5}) \times \text{Current Maximum Contribution} \times 12.$$

$$\text{Self \& Family Factor} = 0.648 \times (\text{FTEs for PP1 to PP5}) \times \text{Current Maximum Contribution} \times 12.$$

$$\text{DOL Fringe Benefit Factor} = (\text{non-exempt FTEs for PP1 to PP5}) \times \text{Current Service Contract Act, DOL Health \& Welfare Hourly Rate} \times 2088 \text{ hours.}$$

The "FTEs" is the number of FTEs (exempt and non-exempt) not provided the require health insurance plan. The "non-exempt FTEs" is the number of non-exempt FTEs not provided the require health insurance plan.

(2) For employees that are offered an employer-sponsored health insurance plan, that provides the types of benefits listed in 5 U.S.C. § 8904 and allows the covered employee to enroll as either self-alone or self and family and if for self and family provides coverage for the family of a worker as set forth in 5 CFR 890.302, the Health Benefit Cost Factor shall be calculated as follows for all Performance Periods (PPs):

a. For each employee that the offeror contributes an amount equal to the lesser of the Maximum Contribution as defined in (d)(1) or (d)(2) above, then no Health Benefit Cost Factor will be added.

b. For each employee that the offeror fails to contributes an amount equal to the lesser of the Maximum Contribution as defined in (d)(1) or (d)(2) above, then the difference between the actual contribution and the required contribution will be added as a Health Benefit Cost Factor.

(3) The total Health Benefit Cost Factor will be the total of paragraphs (e)(1) and (e)(2).

(4) If the offeror fails to provide any information or fails to provide sufficient information to demonstrate compliance with paragraph (e)(2), then the entire Health Benefit Cost Factor will be calculated in accordance with paragraph (e)(1). For the information to be adequate it must be clearly marked and provide sufficient information on its face to demonstrate that the required health insurance is being offered to the employees, the amount of employer's contribution per employee, and the cost of health insurance plans per enrollment category. The Government does not assume a duty to search for clarifying data to cure problems or inconsistencies.

M8. EVALUATION OF PAST PERFORMANCE

The evaluation will examine the work record(s) of the offeror and any critical subcontractor(s) to determine if the offeror meets the required minimum level of experience and compliance:

A. Experience

The Government will evaluate the offeror's past and present experience, considering but not limited to the similarity of the service, complexity, technology, unique effort, contract scope and type, and schedule when determining the comparability of the performance history with the solicitation requirements. The offeror will be evaluated as Acceptable when the condition described in M5(A)(b) above is met. The following elements will be considered when evaluating experience:

(1) Operations and management – description of experience in facilities maintenance that includes the following responsibilities:

- a. Custodial Services
- b. Labor Services
- c. Facilities Maintenance
- d. Transportation
- e. Safety and Security
- f. Environmental Services

(2) Complexity – description of experience in managing personnel/ subcontractors and supervising a multi-skilled labor workforce responsible for a variety of tasks in providing logistics support services for elementary and secondary schools or in providing a service requiring similar knowledge, skills and ability of equal complexity.

(3) Contract Scope & Type – description of past service contracts/agreements requiring labor, material and supplies and other direct support necessary to perform services in a contract type and length similar to that of the solicitation.

(4) Schedule

- a. Description of contracts/agreements of similar scope in which the offeror was

responsible for transitioning current operation from either the Government or from an incumbent contract to operations performed by the contractor.

b. Description of previous experience in performing in accordance with performance timeliness standards that are measured on a monthly basis (or less) and require the measured tasks to be completed on a weekly basis (or less).

B. Compliance

The Government will evaluate the offeror's compliance in their present and past performance experience. The offeror will be evaluated as Acceptable when the condition described in M5(A)(b) above is met. The following elements will be considered when evaluating compliance:

- as:
- (1) Quality of Service – The quality of the services provided by the offeror is recognized as:
 - a. Having a record of complying with contract requirements
 - b. Providing a safe working environment
 - c. Responding to customer complaints in a timely manner
 - (2) Timeliness of Performance – The timeliness of performance provided by the offeror is recognized as:
 - a. Meeting milestones
 - b. Meeting applicable performance standards
 - c. Being timely and responsive to customer requests
 - (3) Business Relations – The offeror's business relations are recognized as:
 - a. Being cooperative and partnering with the client
 - b. Submitting complete and reasonably priced change proposals
 - c. Providing timely, accurate, and complete billing
 - (4) Problem Resolution – In resolving problems the offeror is recognized as:
 - a. Satisfactorily overcoming or resolving problems
 - b. Promptly notifying appropriate personnel of problems
 - (5) Transition of Operations – In transition from or to the performance of an operation, the offeror is recognized as:
 - a. Communicating with the customer throughout the transition process

- b. Minimizing disruption of the operation
- c. Having a successful start-up of operations

PART III: PROVISIONS APPLICABLE TO ONLY THE AGENCY TENDER

M9. EVALUATION OF TECHNICAL PROPOSAL: PHASE-IN PLAN

The agency tender will be evaluated IAW Section M6(C) with the exception of M6(C)(g)(1).

PART IV: PROVISIONS APPLICABLE TO PUBLIC REIMBURSABLE TENDERS ONLY

M10. EVALUATION OF TECHNICAL PROPOSAL: PHASE-IN PLAN

The public reimbursable tender will be evaluated IAW Section M6(C) with the exception of M6(C)(g)(1).

M11. EVALUATION OF TECHNICAL PROPOSAL: PAST PERFORMANCE

The public reimbursable tender will be evaluated IAW Section M8.